

1 **THIERMAN BUCK, LLP**
2 Mark R. Thierman, Nev. Bar No. 8285
3 mark@thiermanbuck.com
4 Joshua D. Buck, Nev. Bar No. 12187
5 josh@thiermanbuck.com
6 Leah L. Jones, Nev. Bar No. 13161
7 leah@thiermanbuck.com
8 7287 Lakeside Drive
9 Reno, Nevada 89511
10 Tel. (775) 284-1500
11 Fax. (775) 703-5027

12 *Attorneys for Plaintiffs*

13 **OGLETREE, DEAKINS, NASH, SMOAK**
14 **& STEWART, P.C.**
15 Anthony L. Martin, Nev. Bar No. 8177
16 anthony.martin@ogletreeadekins.com
17 Suzanne L. Martin, Nev. Bar No. 8833
18 Suzanne.martin@ogletreeadekins.com
19 Tullio J. Marchionne, Nev. Bar No. 4684
20 Tullio.marchionne@ogletreeadekins.com
21 3800 Howard Hughes Parkway, Suite 1500
22 Las Vegas, NV 89169
23 Telephone: (702) 369-6800
24 Fax: 702) 369-6888

25 *Attorneys for Defendant Capital One
26 Services, II, LLC*

27 **UNITED STATES DISTRICT COURT**

28 **DISTRICT OF NEVADA**

1 MUSTAFA YOUSIF and SHARONE
2 WALKER on behalf of themselves and all
3 others similarly situated,

4 Plaintiffs,

5 vs.

6 THE VENETIAN CASINO RESORT, LLC;
7 LAS VEGAS SANDS, CORP. and DOES 1
8 through 50, inclusive,

9 Defendants.

10 Case No.: 2:17-CV-02866-JCM-GWF

11 **ORDER GRANTING
12 FINAL APPROVAL OF CLASS ACTION
13 SETTLEMENT**

14 On June 30, 2021, this Court considered the Joint Motion for Final Approval of Class
15 Action Settlement. Counsel for Plaintiffs and Defendant appeared at the hearing. Having fully
16 considered the motion, comments of counsel, and all supporting legal authorities, the Court
17 orders as follows:

18 IT IS HEREBY ORDERED THAT:

19 1. This Court has jurisdiction over the subject matter of this litigation and personal

1 jurisdiction over the named-plaintiff, all settlement class members, and defendants.

2 2. The Court adopts the defined terms in the Settlement Agreement.

3 3. Distribution of the Notice and the Exclusion Form directed to the Class Members
4 as set forth in the Stipulation of Settlement and the other matters set forth therein have been
5 completed in conformity with the Preliminary Approval Order, including individual notice to all
6 Class Members who could be identified through reasonable effort, and as otherwise set forth in
7 the Stipulation of Settlement. The Notice provided due and adequate notice of the proceedings
8 and of the matters set forth therein, including the proposed Settlement set forth in the
9 Stipulation of Settlement, to all persons entitled to such a Notice, and the Notice fully satisfied
10 the requirements of due process. All Class Members and all Released Claims are covered by
11 and included within the Settlement and the Court's Final Order and Judgment.

12 4. The Court confirms the appointment of Natasha Porteous as Class
13 Representative. The Court approves the enhancement payment of \$10,000 to the Class
14 Representative as set forth in the Settlement Agreement.

15 5. The Court confirms the appointment of Thierman Buck LLP as class counsel for
16 the settlement class and approves their requests for attorneys' fees and litigation costs of
17 \$166,500 and \$ 5043.20, respectively.

18 6. The Court grants final approval to this settlement and finds that the settlement is
19 fair, reasonable, and adequate in all respects, including the attorneys' fees, costs, and incentive
20 award provisions. The Court specifically finds that the settlement confers a substantial benefit
21 to settlement class members, considering the strength of plaintiff's claims and the risk,
22 expense, complexity, and duration of further litigation. The response of the class supports
23 settlement approval. No class members objected to the settlement and only 47 requested
24 exclusion from the settlement. The Court further finds that the settlement is the result of arms-
25 length negotiations between experienced counsel representing the interests of both sides, which
26 supports approval of the settlement in accordance with the standards set forth in the joint
27 motion for final approval of settlement. Settlement negotiations were not commenced until
28

1 both sides had thoroughly investigated and researched the claims and defenses herein.

2 8. The Court finds that as of the date of this Order each and every class member
3 has waived and shall be deemed to have fully, finally, and forever released, relinquished, and
4 discharged all Released Claims, as set forth in the Settlement Agreement and Notice of Class
5 Action Settlement.

6 9. The Court finds that the settlement administrator Simpluris is entitled to
7 \$16,000 for administrative fees.

8 10. The Court directs the parties to effectuate the settlement terms as set forth in the
9 Settlement Agreement and the settlement administrator to calculate and pay the claims of the
10 class members in accordance with the terms set forth in the Settlement Agreement.

11 11. The Claims set forth in Plaintiff's First Amended Complaint are dismissed on
12 the merits and with prejudice.

13 12. The Court retains jurisdiction to enforce the terms of the settlement, including
14 the payment of the settlement fund.

16 **IT IS SO ORDERED.**

17 Dated: July 29, 2021

18 
19 _____
20 Honorable James C. Mahan
21 District Court Judge